

**BUSINESS AFFAIRS AND HUMAN RESOURCES
FEBRUARY 15, 2017**

TAB	DESCRIPTION	ACTION
BOISE STATE UNIVERSITY		
1	Employment Agreements – Seven Men’s Football Assistant Coaches	Motion to approve
BOISE STATE UNIVERSITY		
2	Multi-Year Employment Agreement – Baseball Head Coach	Motion to approve

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FEBRUARY 15, 2018

BOISE STATE UNIVERSITY

SUBJECT

Employment agreements for seven Men's Football assistant coaches

REFERENCE

April 2016 Idaho State Board of Education (Board) approved two-year contract with Kent Riddle

April 2017 Board approved one-year, 9-month contracts with Andrew Avalos and Zachary Hill

APPLICABLE STATUTE, RULE, OR POLICY

Idaho State Board of Education Governing Policies & Procedures, Section II.H.

ALIGNMENT WITH STRATEGIC PLAN

Single and multi-year coach contracts are a non-strategic, Board governance agenda item.

BACKGROUND/DISCUSSION

Boise State University (BSU) is seeking to renew and/or enter into new contracts for its football assistant coaching staff. Seven of those contracts meet the threshold for Board approval because they will provide annual compensation over \$200,000.

The contracts reflect BSU contract standards and conform with the template provided by Board-approved model employment agreement.

IMPACT

No state funds will be used—compensation will be provided by program revenues, media, donations, and other non-state funds. Terms are as follows:

Andrew Avalos

Term: Fixed term contract of one year. Update of current multi-year contract.

Base Compensation: \$335,000

One-Time Bonus: \$20,000

Buy-Out Provision: If Coach terminates early without cause, he may be required, at BSU's discretion, to pay liquidated damages as follows:

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Year 1 (March 1, 2018 – the last game of the regular season including the conference championship game (if applicable)):
\$25,000

Zachary Hill

Term: Fixed term contract of two years

Base Compensation:

Year 1: \$300,000

Year 2: \$300,000

One-Time Bonus: \$10,000

Buy-Out Provision: If Coach terminates early without cause, he may be required, at BSU's discretion, to pay liquidated damages as follows:

Year 1 (March 1, 2018 – February 28, 2019): \$100,000

Year 2 (March 1, 2019 – the last game of the regular season including the conference championship game (if applicable)):
\$50,000

Kent Riddle

Term: Fixed term contract of two years

Base Compensation:

Year 1: \$290,000

Year 2: \$290,000

One-Time Bonus: \$10,000

Buy-Out Provision: If Coach terminates early without cause, he may be required, at BSU's discretion, to pay liquidated damages as follows:

Year 1 (March 1, 2018 – February 28, 2019): \$100,000

Year 2 (March 1, 2019 – the last game of the regular season including the conference championship game (if applicable)):
\$50,000

Bradley Bedell

Term: Fixed term contract of one year

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Base Compensation: \$250,000

One-Time Bonus: \$10,000

Gabriel Franklin

Term: Fixed term contract of one year

Base Compensation: \$210,000

One-Time Bonus: \$10,000

Chad Kauhaahaa

Term: Fixed term contract of one year

Base Compensation: \$225,000

Eric Kiesau

Term: Fixed term contract of one year

Base Compensation: \$210,000

One-Time Bonus: \$10,000

All Assistant Coaches:

Pay for Performance - Academic:

APR between 955-959 – up to \$2,000 or

APR between 960-964 – up to \$3,000 or

APR between 965-969 – up to \$4,000 or

APR 970 or higher – up to \$5,000.

Pay for Performance - Athletic:

a) If the football team is the Mountain Division Champion, assistant coaches will receive a \$5,000 bonus.

b) If the football team participates in the Conference Championship Game, assistant coaches will receive a \$5,000 bonus.

c) If the football team is the Conference Champion, assistant coaches will receive a \$5,000 bonus.

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In addition,

- d) If the football team participates in a non-CFP bowl game, assistant coaches will receive a \$5,000 bonus; and
- e) If the football team wins the non-CFP bowl game, assistant coaches will receive a \$5,000 bonus; or
- f) If the football team participates in one of the six CFP (College Football Playoff) bowl games, assistant coaches will receive a bonus up to 7.5% of their annual base salary.

Each contract contains a provision that the contract is terminable on 30 days' notice if the head coach is no longer employed by BSU.

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STAFF COMMENTS AND RECOMMENDATIONS

All of the attached proposed employment agreements meet Board Policy requirements for single-year and multiple-year coach contracts and the Board's Coach Contract Checklist. Board approval for these seven contracts is required because the maximum annual compensation for each of positions is equal to or greater than \$200,000. For these seven assistant coach positions, the annual base salaries exceed \$200,000. All compensation for base salaries and bonuses will be derived from non-appropriated funds. The institution has provided reference information on compensation rates and (where available) liquidated damage terms for assistant football coaches at other conference institutions. A summary of changes (if applicable) between the coaches' 2017 and 2018 salaries is provided for reference at Attachment 2.

Staff recommends approval.

BOARD ACTION

I move to approve the request by Boise State University to enter into employment agreements with the following assistant coaches for its football team: Andrew Avalos, Defensive Coordinator; Zachary Hill, Offensive Coordinator; Kent Riddle, Special Teams Coordinator; Bradley Bedell, Assistant Coach; Gabriel Franklin, Assistant Coach; Chad Kauhaahaa, Assistant Coach; and Eric Kiesau, Assistant Coach; as presented in the attached documents.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

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BOISE STATE UNIVERSITY

SUBJECT

Multi-Year Coach Contract for Men's Baseball Head Coach, Gary Van Tol

APPLICABLE STATUTE, RULE, OR POLICY

Idaho State Board of Education (Board) Governing Policies & Procedures, Section II.H.

ALIGNMENT WITH STRATEGIC PLAN

The multi-year coach contract is a non-strategic, Board governance agenda item.

BACKGROUND/DISCUSSION

Boise State University (BSU) recently reinstated its baseball program and hired Gary Van Tol to be head baseball coach after a successful nation-wide search.

Van Tol brings to Boise State 27 years of baseball coaching experience, 17 collegiate and 10 professional. He has spent the last 10 seasons with the Chicago Cubs organization, working as a minor league coach both for the Boise Hawks and, most recently, the Eugene Emeralds. He has also served as the owner and president of the Idaho Cubs, a developmental baseball program for youth baseball players in Idaho.

Van Tol's extensive and successful Division I collegiate level coaching experience includes:

- Assistant Coach for Gonzaga University (1991-1993 and 2005-2008)
- Assistant coach for University of Portland (2002-2005)
- Associate Head Coach for Treasure Valley Community College (1995-1996)
- Head coach for Treasure Valley Community College (1996-2001)

During his time as head coach, the Treasure Valley Community College Chukars made four NJCAA Regional appearances and 90 percent of his players moved on to four-year colleges or the professional ranks.

Based on information currently available, all but one of the Mountain West Conference Head Baseball Coaches are on multi-year contracts. The range in length of contracts is from three to five years.

BSU and Van Tol entered a 3-year term employment agreement beginning December 11, 2017, as permitted under Board policy, without Board approval. The proposed 4-year, 5-month contract will allow Van Tol to complete all program start-up duties over the next year and a half, including but not limited to scheduling, recruiting, stadium completion and equipment acquisition, hiring assistant coaches

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in summer 2018, and coaching student-athletes during the 2019-2020 school year. The inaugural baseball season will begin in spring 2020.

The proposed contract meets BSU contract standards and conforms to the template provided by the Board-approved model employment agreement.

IMPACT

No state funds are used and the amounts below are paid only from program revenues, media, donations and other non-state funds. Terms are as follows:

Term: Fixed term contract of four (4) years five (5) months

Base Compensation:

- Year 1: \$80,000
- Year 2: \$80,000
- Year 3: \$80,000
- Year 4: \$80,000
- Year 5: \$80,000

Pay for Performance - Academic:

- APR between 50% - 59% \$1,400 or
- APR between 60% - 69% \$1,600 or
- APR between 70% - 79% \$2,000 or
- APR between 80% or above \$3,000

Pay for Performance - Athletic:

- Cumulative season wins:
 - 25 wins \$2,000 or
 - 26 – 30 wins \$3,000 or
 - 31 – 35 wins \$4,000 or
 - 36+ wins \$5,000
- Regular Season Conference Champions \$3,000
- Participate in NCAA Regionals \$2,500 or
- Participate in NCAA Super Regionals \$3,500
- Participate in the Men's College World Series \$5,000 or
- Participate in the Men's College Championship Series \$7,500
- Conference Player of the Year \$1,000
- Conference Freshman of the Year \$1,000
- Conference Pitcher of the Year \$1,000
- Conference Coach of the Year \$2,000
- NCAA Regional Coach of the Year \$2,000
- NCAA National Coach of the Year \$5,000

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|--|------------|
| ○ Top 25 National Ranking at End of Season | \$2,000 or |
| Top 10 National Ranking at End of Season | \$4,000 or |
| Top 5 National Ranking at End of Season | \$5,000 |

Buy-Out Provision: If Van Tol terminates early without cause, he may be required, at BSU's discretion, to pay liquidated damages as follows:

Years 1 – 4 (February 25, 2018 – July 31, 2020):	\$20,000
Year 5 (August 1, 2020 – July 31, 2021):	\$10,000

ATTACHMENTS

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Attachment 2 – Redline from Model	Page 23
Attachment 3 – APR Summary	Page 43
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Attachment 6 – Max Compensation Calculation	Page 49
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STAFF COMMENTS AND RECOMMENDATIONS

The proposed coach employment agreement requires Board approval under Board Policy II.H. because the term of the contract is longer than three years. Maximum potential annual compensation for the contract (base compensation plus bonuses) is \$180,000 for the first two years of the contract, and \$114,000 for the third and following years of the contract.

Staff recommends approval.

BOARD ACTION

I move to approve the request by Boise State University to enter into a 4-year 5-month employment agreement with Gary Van Tol, as head coach for the Boise State baseball team, as proposed.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

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